





November 13, 2019

To: Mayor Jerry L. Demings
And the Board of County Commissioners

Thru: Daniel P. Banks, Deputy County Administrator 

From: Louis A. Quiñones, Jr., Chief of Corrections 
Orange County Corrections Department

Contact: Rickey L. Dumas, Deputy Chief of Operations
Orange County Corrections Department

Subject: Approval and execution of the Memorandum of Agreement between The Office of Public Defender, Ninth Judicial Circuit and Orange County, Florida, regarding Video Conferencing with Inmate/Clients

The previous Memorandum of Agreement between The Office of Public Defender, Ninth Judicial Circuit and Orange County, Florida, regarding Video Conferencing with Inmate/Clients expired, and a new agreement needs to be executed. Under the agreement, Orange County will continue to allow The Office of Public Defender, Ninth Judicial Circuit to use video technology to facilitate attorney to inmates/clients visits in lieu of face-to-face meetings at the Orange County Jail. The Orange County Corrections Department (OCCD) and Information System and Services Division provide services for this program while the Office of Public Defender provides and maintains the kiosks located throughout OCCD facilities. Orange County retains the sole and exclusive right to all technology and software used in the Video Conferencing system. The terms of the agreement shall extend from the date of the last signature for a period of three years with the option to renew for two additional one-year terms.

ACTION REQUESTED:

Approval and execution of Memorandum of Agreement between The Office of Public Defender, Ninth Judicial Circuit and Orange County, Florida, regarding Video Conferencing with Inmate/Clients to extend from the date of the last signature for a period of three years with the option to renew for two additional one-year terms.

cc: Rickey L. Dumas, Deputy Chief, Operational Services
Anthony D. Watts, Sr., Deputy Chief, Administrative Services
Lee Isbell, Senior Monitoring and Evaluation Coordinator
File

Memorandum of Agreement

Between

The Office of Public Defender, Ninth Judicial Circuit

And

Orange County, Florida, Regarding Video Conferencing with Inmate/Clients

Article 1

Purpose:

- This "Memorandum of Agreement" (MOU) supersedes the previous MOU established between Orange County, Florida and the Public Defender and is made and entered into by and between The Office of Public Defender, Ninth Judicial Circuit, Florida, hereafter referred to as the "Public Defender", whose address is 425 North Orange Avenue, Orlando, FL 32801 and Orange County, Florida, a charter county and a political subdivision of the State of Florida, hereafter referred to as "County", whose address is P.O. Box 1393, Orlando, FL 32802, for the purpose of allowing the attorneys and staff of the Public Defender's Office confidential visits via video conference kiosks with clients who are housed within Orange County Corrections Department's Detention Facilities and to confidentially present case information to clients using the same kiosks.
- The Public Defender and County mutually agree to cooperate with the use of video technology to facilitate attorney to inmates/clients visits in lieu of face-to-face meetings at the Orange County Jail. Because of each party's specific regulatory and statutory responsibilities, it is only through a concerted effort of interagency cooperation that video conference visits can occur as described in the articles of this Agreement. Therefore, it is mutually agreed between the parties as follows:

Article 2

Conditions of Agreement:

- Attorneys and/or staff from the Public Defender's Office and any other person authorized by the Public Defender may have access to their incarcerated clients via video conference in lieu of a face-to-face meeting at the Orange County Jail. Technologies have been installed throughout the Main, Female Detention Center, Phoenix and Horizon facilities to allow correctional staff to facilitate this Video Conference process. The Public Defender's Office may also display certain case information to their clients using this same technology.
- The Orange County Corrections Department (OCCD) and the Orange County

Information System Services Department (ISS) will provide services for this program as outlined in this Agreement.

- The Public Defender recognizes and agrees that the Orange County Corrections Department retains the sole and exclusive right, to manage and direct any and all of its operations at the Orange County Jail including the right to modify, expand, reduce, alter or discontinue this program, permanently or temporarily, when deemed a security risk or for any other reason it deems appropriate.
- Parties agree that, while the Kiosks are the property of the Public Defender, the County retains the sole and exclusive right to all technology and software used in this Video Conference system. The use of the software and associated technology by other agencies, entities, businesses, sole proprietor, partnerships, law firms, divisions or departments must be approved by the County.
- Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees, from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to the indemnifying party's negligent acts, or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

Article 3

Equipment:

- The Video Conferencing stations/units, hereafter referred to as Kiosks, are the property of the Public Defender. Therefore installation, maintenance and repair of equipment will be the sole responsibility of the Public Defender, including any damage caused by vandalism.
- The Kiosks purchased and installed by the Public Defender may lack the durability required of equipment placed in a correctional environment, and if proven as such, the County reserves the right to discontinue this program in accordance with the provisions of this Agreement due to security concerns.
- Installation specifications must meet the required industry regulatory code, and security specification. Any work in OCCD facilities must be reviewed and approved by the OCCD Chief of Corrections or designee; ISS Manager or designee; and Facilities Management 33rd Street Manager or designee.
- All technology and software used in this process must meet County regulatory standards as determined by the ISS.

- OCCD staff will report technical problems, malfunctions, or vandalism to the Public Defender's Office using the ISS Helpdesk. This report will include the OCCD incident number.
- If OCCD staff observes external damage to equipment, by the end of their assigned shift he/she will complete a Disciplinary/Information Incident report describing the incident and subsequent external damage.
- Upon request, the Inmate Affairs Supervisory staff shall ensure a copy of all reports describing external damage and/or vandalism will be forwarded to the Public Defender and Information System Services. All requests will be made to email address: CR- Inmate Affairs@ocfl.net .
- Video conference Kiosks are located in Main, Horizon, Female Detention Center, and Phoenix detention facilities.

Article 4

Professional Visits:

- Legal visits will be allowed seven (7) days per week, including holidays, at any hour, except during Face to ID Headcounts or during any time period inmate meals are being served.
- Inmates/clients will only be scheduled to attend video conference Kiosks in their assigned housing unit, or adjoining areas. It is agreed by both parties that inmates will not be transported from facility to facility to accommodate a video conference visit.
- To request a video conference, Assistant Public Defenders will call a confidential internal number assigned to an integrated voice response system operated by Orange County Telecommunication Services. This application will solicit the location of the inmate and switch the call to that area control desk. Calls from this system will present the Caller ID of "PD Caller". With this caller ID corrections staff will know that the caller is an assistant public defender, that they are calling to request a video conference, and that they are using the agreed to procedure.

Article 5

Confidentiality:

- All parties agree that the use of audio and/or video recording equipment to record any video conference session is not permitted unless authorized in compliance with a court order.

- Public Record requests for logs or general information related to Public Defender Video Conferences will be handled by the Public Defender in accordance with statutory regulations.

Article 6

Roles and Responsibilities:

- OCCD will be responsible for the actions, and training of its employees and agents, and all associated problems shall be reported to the on duty Squad Lieutenant or Captain, who may be contacted through the command center. OCCD assumes no other responsibilities except as set forth in this Agreement.
- OCCD will ensure inmate/clients are made available for scheduled appointments as outlined in standard operating procedures.
- Cancellation of attorney-client visits shall be reported and documented in accordance with OCCD Visitation procedures.
- OCCD is responsible for the institutional safety and security of staff, visitors and inmates; therefore, video conference visits will be canceled or delayed when incidents arise that present a threat to the orderly running of a facility.
- The Public Defender is responsible for the training of staff, agents and attorneys invited to use the Public Defender Video Conference system.
- The Public Defender will be responsible for the actions of its employees or agents (law students, law clerks, paralegals, or investigators.) Likewise, the Public Defender will ensure private attorneys (must be attorney of record) who are allowed to use their videoconference system are informed of expectations and procedures.
- The Public Defender will ensure all attorneys using their system are licensed to practice law in the State of Florida.
- Expansion or removal of video conference equipment must be approved, in writing, by the Chief of Corrections and the Public Defender's Office must be alerted.
- Any notice required hereunder shall be in writing and shall be deemed to be delivered by either hand delivery or certified mail, return receipt requested to the address and official hereinafter designated for each Party.

As to County:

Louis A. Quinones Jr., Chief of Corrections
P.O. Box 4970
Orlando, Florida 32809

As to Public Defender: Robert Wesley, Public Defender
435 North Orange Avenue, Suite 400
Orlando, Florida 32801

Article 7

Complete Agreement:

This instrument contains the entire Agreement between the Parties and supersedes all previous discussions, understanding and Agreements between the Parties relating to the subject matter of this Agreement.

This Agreement shall be effective on the date of last signature. The terms of this Agreement shall extend for a period of three (3) years with the option to renew for two (2) additional one (1) year terms, upon mutual written agreement of both parties. Either party may terminate this agreement without cause, by giving 30 days written notice to the other party.



BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

By: Byron W. Burns
(Name)

Date: 17 Dec 19

PUBLIC DEFENDER,
NINTH JUDICIAL CIRCUIT

By: R. Wesley
(Name)

Date: November 1, 2019